

PROTECTIVE COVENANTS

The undersigned Robert R. Smith and Lillian Florence Smith, husband and wife, and M. L. Strong, Trustee being the owners of Lots 2 to 11 inclusive Starlane, a subdivision in Douglas County, Nebraska, do hereby state, publish and declare that said lots shall be conveyed, owned and held under and subject to the covenants and restrictions hereinafter set forth.

(1) These covenants are to run with the land and shall be binding on all persons claiming under us until January 1, 1985 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any of said real property to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violation, but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(2) All of said Lots shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed one story in height, including step-up designs, and a private garage except that on lots fronting on the cul-de-sac two story dwellings shall be permitted.

(3) No dwelling shall be erected or permitted to remain on any of said lots unless same contains at least 1200 square feet of floor space, exclusive of garage.

(4) Any garage erected on any of said lots shall have space for no less than two automobiles.

(5) No offensive trade or activity shall be carried on upon any lot, including the raising of poultry or livestock.

(6) No trailer, basement, tent, shack, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(7) Any dwelling erected on any lot facing Franklin Street shall be faced with brick or stone to the lower level of any windows facing Franklin Street.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of June, 1960.

Robert R. Smith
Robert R. Smith
Lillian Florence Smith
Lillian Florence Smith
M. L. Strong, Trustee
M. L. Strong, Trustee

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 28th day of June, 1960, before me, the undersigned a Notary Public in and for said county, personally appeared Robert R. Smith and Lillian Florence Smith, husband and wife, and M. L. Strong, Trustee to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Ervalyn Loretta Kelly
Notary Public

My Commission expires the 17th day of October, 1964.

